

HEADQUARTERS, MILITARY TRAFFIC MANAGEMENT COMMAND (HQMTMC)

GUARANTEED TRAFFIC RULES PUBLICATION NO. D-96-03 (GTRP NO. D-96-03)

FOR

DEFENSE DISTRIBUTION DEPOT, CHARLESTON, SOUTH CAROLINA (DDCS)

DEFENSE DISTRIBUTION DEPOT, JACKSONVILLE, FLORIDA (DDJF)

DEFENSE DISTRIBUTION DEPOT, PENSACOLA, FLORIDA (DDPF)

Applies only when reference is made hereto.

Rules and Accessorial Services Governing the Movement of Department of Defense Freight Traffic Moving in Closed Vans and Flatbed/Specialized Equipment from the following: Defense Distribution Depot, Charleston, South Carolina (DDCS), Defense Distribution Depot, Jacksonville, Florida (DDJF), Defense Distribution Depot, Pensacola, Florida (DDJF), to Various Destinations in the Contiguous United States.

Issued: 13 September 1995

Effective: 01 December 1995

Headquarters  
Military Traffic Management Command  
Assistant Deputy Chief of Staff for Operations (ADCSOPS)  
Transportation Services  
5611 Columbia Pike  
Falls Church, Virginia 22041-5050

## TABLE OF CONTENTS

SECTION	SUBJECT	ITEM
SECTION 1	GENERAL APPLICATION	
	Purpose and Application	
SECTION 2	GENERAL RULES	
	Accessorial Services	1
	Aggregate Weight	2
	Application of Tendered Rates	3
	Astray Freight	4
	Billing Procedures	5
	Blocking and Bracing of Vehicles	6
	Capacity Load and Overflow	7
	Cargo Liability of Carrier	8
	Carrier Performance	9
	Chains and Binders	10
	Changing Mission Requirements	11
	Circuitous Routing	12
	Claims	13
	Commodity Descriptions	14
	Definitions	15
	Definition of Trailer/Container on Flatcar Service	16
	Delivery Reports	17
	Detention	18
	Department of Defense (DOD) Constant Surveillance Service (CSS)	19
	DOD Driver Identification Requirements	20
	Electronic Data Interchange (EDI)	21
	Emergency Services	22
	Equipment Pool	23
	Equipment Requirements/Inspection	24
	Escort Vehicle Service	25
	Exclusive Use of Vehicle	26
	Expedited Service	27
	Extra Driver	28
	Extra Lights - Overdimensional Loads	29
	Federal Holidays	30
	Hazardous Materials	31
	Interline Service	32
	Loading/Unloading	33
	Maximum Charge	34
	Non-Alteration of Rates and Charges	35
	Notification and/or Prelodge of Documents Prior to Delivery	36

## TABLE OF CONTENTS

### SECTION 2 GENERAL RULES (continued)

On-Time Performance/Required Transit Time	37
Option to Extend	38
Overages and Shortages	39
Overdimensional Freight Service	40
Overweight Shipments	41
Pallet Return	42
Permits and Special Tolls	43
Pickup and Delivery During Other Normal Business Days	44
Pre-Award Survey	45
Prearranged Scheduling of Vehicle Arrival for Unloading	46
Prompt Payment Act	47
Protection from Cold	48
Reconsignment or Diversion	49
Redelivery	50
Relocation of Vehicle	51
Satisfactory Service Standards	52
Signature & Tally Record Service (STR)	53
Split Deliveries	54
Split Pickups	55
Stop-Off In Transit	56
Storage	57
Tonnages	58
Trip-Leasing of Equipment	59
Vehicles Furnished But Not Used	60
Weights	61
Withdrawal By Primary Carriers	62

## SECTION 1

### GENERAL APPLICATION

SECTION 1

GENERAL APPLICATION

## Purpose and Application

The purpose of this publication is to define the rules that govern agreements involving freight traffic originating at Defense Logistic Agency (DLA) depots, and moving via motor carriers. (For the purposes of this publication, motor carriers are defined to include rail carriers providing door-to-door trailer/container on flatcar service).

Carriers' tenders submitted in response to this DLA depot solicitation will reference this rules publication, as the governing publication. Carriers' tenders may not be made subject to any other publication except as shown below.

The publications (and successive reissues thereof) listed below shall be considered as part of this rules publication:

1. National Motor Freight Classification (NMFC) Tariff ICC NMF 100 series, published by the National Motor Freight Traffic Association, Inc., Agent. (Commodity item numbers, descriptions, classification ratings, and packaging specifications only).
2. Rand McNally Mile Maker (Rand McNally-TDM, Inc., Household Goods Mileage Guide No. 16).
3. Continental Directory of Standard Point Location Codes (SPLC), ICC NMF 102 series, published by the National Motor Freight Traffic Association, Inc. Agent.
4. ATA Hazardous Materials Tariff ICC ATA-111 series, published by the American Trucking Associations, Agent.
5. Bureau of Explosives, ICC No. BOE-6000 series publishing Hazardous Materials Regulations of the Department of Transportation.
6. Uniform Freight Classification (UFC), Tariff ICC UFC 6000-series, published by the National Railroad Freight Committee. (Commodity item numbers, descriptions, classification ratings, and packaging specifications only).

### Amending This Publication

1. This publication will be amended by new or revised pages on an as needed basis.
2. New pages added to this publication will be designated as "Original" and given the same number as an existing page followed by a single suffix letter in alphabetical sequence starting with "A".
3. The amendment of an existing "Original" page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any uncanceled revised or original pages which bear the same page number.

SECTION 2

GENERAL RULES

Item 1

Accessorial Services

1. Charges for accessorial services named in this publication will be the responsibility of the party requesting the additional service.
2. Charges for carrier services that are not specifically named in this publication, but are determined to be a requirement following the allocation of traffic, will be established through negotiations. If negotiation efforts with the primary carrier fail to produce a reasonable charge for the required services, the Government reserves the right to immediately negotiate with the alternate carrier(s) for such services. If such negotiated accessorial service charges, when combined with the alternate's base rate produce a lower charge, the primary carrier will be removed and traffic will be routed via the low cost alternate.

Item 2

Aggregate Weight

Carrier agrees that aggregate weight of all less-than-volume shipments to the same consignee tendered on the same day will be adjusted and billed at the applicable rate for total weight of these shipments. All succeeding bills of lading issued after the first Government bill of lading (GBL) for a given destination will be annotated "Aggregate weight rule applies X-REF GBL \_\_\_\_\_" by the consignor.

Item 3

Application of Tendered Rates

1. Tendered line-haul rates subject to this rules publication apply on commodities as defined in Item 14, moving to all points within the contiguous United States, and are subject to the movement requirements stated in this publication. Rates tendered may also be applied to volume movements (such as the redistribution of stock) which were not included in the original tonnage estimates.
2. Shipper may require carriers to provide exclusive use of vehicle or expedited service to any destination when such service is considered to be in the best interest of the Government. In such cases, applicable charges and transit times will be determined as provided in Items 26 and 27 of this publication.
3. In tendering shipments subject to these rules, the shipper reserves the right to use either the designated primary truckload (TL) or less-than-truckload (LTL) carrier to a particular destination region or point. In exercising this right, the shipper will select that carrier whose tendered rate and

applicable minimum weight (or actual weight if greater) produces the lowest total charges.

Item 4                    Astray Freight & Emergency Notification

1. The following toll-free (800) Astray Freight and HOTLINE telephone numbers are for commercial transportation notification only. These numbers are to be used for reporting:

a. The holding of DOD shipments which cannot be delivered because the shipper or consignee cannot be adequately identified (astray freight).

b. Intransit accidents, incidents, delays, or other emergencies involving DOD shipments.

2. Carriers located within the geographical jurisdiction of MTMC Eastern Area Command shall telephone the following toll-free numbers to report:

a. Astray Freight.

(1) 1-800-631-0434 (All areas outside New Jersey)

(2) 1-800-631-3414 (Within New Jersey only)

b. Accidents, Incidents, Delays, or Other Emergencies.

(1) 1-800-524-0331 (All areas outside New Jersey)

(2) 1-800-624-1361 (Within New Jersey only)

(3) 1-800-851-8061 (Non-explosive hazardous material)

3. Carriers located within the geographical jurisdiction of MTMC Western Area Command shall telephone the following toll-free numbers to report:

a. Astray Freight.

(1) 1-800-435-4566 (All areas outside California)

(2) 1-800-348-4639 (Within California only)

b. Accidents, Incidents, Delays, or Other Emergencies.

(1) 1-800-435-4566 (All areas outside California)

(2) 1-800-348-4639 (Within California only)

(3) 1-800-851-8061 (Non-explosive hazardous material)

4. Carriers unable to obtain forwarding instructions from the source listed above shall notify the transportation officer at the military installation nearest the carrier's terminal where the

astray freight is being held.

a. The transportation officer will furnish the carrier with proper forwarding instructions.

b. Containers without identifying marks or those bearing conflicting marks shall be opened by the transportation officer, or his authorized representative, with the prior approval of the carrier and in the presence of the carrier's authorized representative.

5. Pending the determination of final disposition, carrier may give possession of astray freight, identified as Government property, to the local transportation officer. A receipt will be given the carrier and the transportation officer will implement the Transportation Discrepancy Report (TDR) system. If the freight is subsequently returned to the carrier for forwarding to the correct destination, the receipt given the carrier shall be canceled.

#### Item 5

#### Billing Procedures

1. Charges for services rendered under tendered rates subject to this rules publication will be shown (rounded to the nearest dollar, i.e., 50 cents or more rounded up) in block 28 of the GBL. The actual amount billed by the carrier, when rounded to the nearest dollar, will not exceed the amount shown in block 28 of the GBL.

a. If the billed amount exceeds the charges shown in block 28 of the GBL, the carrier must contact the shipping activity to resolve the disagreement prior to submitting the bill for payment. If it is determined the charges shown in block 28 are incorrect, the shipper will prepare a GBL correction showing the corrected charges. When manual GBLs are used, a GBL Correction Notice SF 1200, is issued. A copy of this Correction Notice must accompany the original bill of lading and voucher when submitted for payment. When EDI GBLs are used, a corrected electronic GBL is issued.

b. If an agreement cannot be reached between the shipper and carrier on what the charges should be, the carrier will submit this GBL on a separate voucher to the appropriate finance center who will forward to MTMC for audit prior to payment.

2. Carriers will round TOTAL charges for each GBL to the nearest dollar and bill the rounded amount. Charges will be rounded in the following manner:

Total charges having dollars and cents, i.e., \$787.65, when rounded to the nearest whole dollar amount, will become \$788. Cents of .01 thru .49 will be rounded down, i.e., \$787.39 will be rounded to \$787. Cents of .50 thru .99 will be rounded up to the next dollar.

3. Vouchers submitted for payment will include only GBLs covering traffic moved under rate tenders subject to this rules publication. All vouchers submitted for payment by carriers which involve shipments subject to these rules must contain the statement "GUARANTEED TRAFFIC" stamped as a minimum in 1/2" letters on the face of the voucher. Vouchers not complying with this rule will be returned as an improper invoice.

Item 6                      Blocking and Bracing of Vehicles

1. Under shipper load and carrier count procedures and/or shipper load and shipper count procedures, the shipper is responsible for the proper blocking and bracing of the load for movement over the highway. For other than highway movements, e.g., TOFC, the carrier is responsible for ensuring the shipment is properly blocked and braced.

2. If the carrier rearranges the load for his convenience, the carrier assumes the responsibility for the blocking and bracing of the load.

Item 7                      Capacity Load and Overflow (See Note)  
(Applicable on TL Movements Only)

1. When a single shipment occupies the full visible capacity of a carrier's vehicle, or exceeds the capacity of a vehicle, the following will apply:

a. The shipper will annotate on one bill of lading the number of vehicles loaded to capacity and the weight in the vehicle loaded to less than capacity.

b. Charges for each vehicle loaded to full visible capacity will be determined using the highest minimum weight category and the applicable rate thereto (or at the actual weight if in excess of the highest minimum weight).

c. The vehicle loaded to less than full visible capacity will be assessed charges on the actual weight of the overflow. If the overflow is less than the lowest minimum truckload weight, charges will be assessed on the lowest truckload minimum weight and applicable rate thereto.

d. The shipper reserves the right to offer the overflow to the LTL carrier as a separate shipment if it is determined to be cost effective.

2. For the purposes of this item, a carrier's vehicle is considered any size vehicle requested by the shipper.

3. The terms "loaded to full visible capacity", "capacity load", "loaded to capacity" or "full visible capacity" means that the shipment consists of that quantity of freight which:

a. Occupies the entire loading space of the vehicle or occupies at least 90 percent of the available loading space on all two axle flatbed trailers not less than 40 feet in length, or

b. Because of unusual shape or dimensions, or because of the necessity for segregation or separation from other freight, requires the entire vehicle, or

c. So fills a vehicle in the manner loaded so that no additional article in the shipping form tendered can be loaded in or on the vehicle.

NOTE: When rate qualifiers VU and VH are used, the charge for each vehicle loaded to full visible capacity will be based on the truckload charge.

Item 8                      Cargo Liability of Carrier

1. SHIPMENTS WEIGHING LESS THAN 15,000 POUNDS. For all shipments weighing less than 15,000 pounds, the carriers liability for loss and/or damaged cargo will be limited to the lowest dollar amount of \$50,000 or the actual amount of the loss and/or damaged article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$50,000, the carrier agrees to provide this increased liability coverage for LI(1) \$.30 per each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

2. SHIPMENTS WEIGHING 15,000 POUNDS AND OVER. For all shipments weighing 15,000 pounds and over, the carriers liability for loss and/or damaged cargo will be limited to the lowest dollar amount of \$150,000 or the actual amount of the loss and/or damaged article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$150,000, the carrier agrees to provide this increased liability coverage for LI(1) \$.30 per each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

All DOD shipments governed by this rules publication are subject to the released liabilities stated in paragraphs 1 and 2 above. No other released liabilities regardless of where they are published apply. When a DOD shipment is made using a National Motor Freight Classification item number or a DOD unique item number that contains a released value different from that

contained in this item, the released values contained in this item apply.

#### Item 9

#### Carrier Performance

Carriers selected for traffic subject to these rules, will be responsible for providing fully satisfactory service as described in Item 52. While the Government reserves the right to immediately remove a carrier for a service failure, i.e., service which fails to meet any one of the service standards identified in Item 52, the following procedures will normally be followed:

1. Upon observing a service failure(s), the shipper will contact the carrier and attempt to resolve the problem(s). The carrier will provide reasons for the service failure(s) and identify actions taken to preclude any recurrence of the failure(s). As appropriate, the shipper will provide the carrier with a required fix date and will document the failure(s) and the discussion/meeting with the carrier.
2. If the service failure(s) discussed between the shipper and the carrier are not corrected by the fix date, the shipper will prepare an official letter of warning to the carrier. This letter will specify the service failure(s) and inform the carrier that any recurrence or occurrence of another service failure(s) will result in the carrier being removed from the traffic.
3. Upon observing any such recurrence or occurrence of any type of service failure, the shipper will prepare a letter to the carrier specifying such service failure(s), and officially removing the carrier from the traffic. Copies of all warning and removal letters issued by DLA depots will be provided to HQMTMC who will maintain overall carrier performance records. Carriers with a history of removals and/or withdrawals from traffic may be referred to HQMTMC CRB for possible disqualification from participation in future solicitations, other negotiated traffic and DOD freight traffic movements in general.
4. Carriers will be removed from traffic under this solicitation if any of the following conditions occur: a HQMTMC CRB action prohibits a carrier from handling DOD freight of the type described herein, a carrier is disqualified nationwide or placed in a nationwide nonuse status, a carrier is disapproved under the HQMTMC Carrier Qualification Program. Carriers will be subject to any action taken by the HQMTMC CRB or declared ineligible, debarred, or suspended by any higher Government authority.

#### Item 10

#### Chains and Binders (CB)

(Applicable on Flatbed/Specialized Equipment Movements)

1. Carrier agrees that tendered rates and charges include chains/binders/tarps, etc., to protect and secure a shipment to flatbed type of equipment.

2. When shipper requires more than eight sets of chains and binders (set consists of four individual chains and binders) to secure a shipment to flatbed type of equipment, carrier shall provide additional chains and binders at a charge of CB(1) \$25 per each additional set furnished. Shipper shall annotate the GBL with the number of sets of chains and binders required in excess of eight, e.g., "Chains and Binders".

#### Item 11                      Changing Mission Requirements

1. If supply mission requirements make it necessary for DLA to change its distribution methods and/or patterns and such change is determined to impact on the estimated traffic requirements, carrier will be furnished no less than 30 days notice of the expected changes.

2. The shipper/consignor reserves the right to ship by military/organic transport in lieu of the designated commercial carrier to satisfy military reservist training exercises. Unscheduled loads (extra) may be offered to military transporters during a reserve deployment exercise in lieu of designated commercial carriers at any time.

#### Item 12                      Circuitous Routing (CR)

1. When rates are assessed on distance, and the mileage over routes mandated by law/regulation or required by shipper exceeds the short route mileage determined by use of the governing mileage guide, charges will be based on the short route mileage determined by use of the governing mileage guide, over the required route of travel.

2. When rates are assessed on other than distance, and the out-of-route mileage mandated by law/regulation or required by shipper exceeds the short mileage route, all mileage in excess of the short mileage shown in the governing mileage guide will be subject to a charge of CR(1) \$1.10 per mile in addition to all other charges.

3. When circuitous routing is used for carrier convenience, charges shall be based on the shortest route mileage determined from the governing mileage guide, regardless of the mileage actually traveled.

#### Item 13                      Claims

Carriers will process U.S. Government claims for loss, damage, overcharge, and duplicate payment in accordance with the following regulations: as prescribed by the Interstate Commerce Commission and published in Parts 1005 and 1008, Title 49 Code of Federal

Regulations (CFR); and, as applicable to U.S. Government property as published in Parts 101-40 and 101-41, Title 41 CFR.

Item 14

Commodity Descriptions

Tendered line-haul rates, subject to this rules publication, apply on the following commodity(ies):

1. Freight All Kinds (FAK), DOD Unique Code 999916, consists of various commodities offered to carriers at one inclusive rate regardless of their classification ratings in the National Motor Freight Classification Tariff and/or Uniform Freight Classification Tariff or their differing transportation characteristics.

Commodities offered as FAK include hazardous materials but will not include:

- a. Narcotics and dangerous drugs.
- b. Ammunition, explosives, or fireworks classified as Class 1, Divisions 1.1, 1.2, or 1.3 (formerly Classes A & B).
- c. Ammunition, explosives, or fireworks classified as Class 1, Division 1.4 (formerly Class C) requiring DOD Transportation Protective Service.
- d. Non-sensitive Class 1, Divisions 1.4, 1.5, and 1.6 (formerly Class C) ammunition, explosives, fireworks, or blasting agents weighing in excess of 1000 pounds.
- e. Radioactive materials.
- f. Etiologic agents.
- g. Crated household goods or personal effects.
- h. Live animals.
- i. Bulk commodities.
- j. Corpses.
- k. Currency or coins.
- l. Fresh, frozen, or refrigerated food.
- m. Postage stamps or stamped envelopes.
- n. Precious metals.
- o. Army tractor tanks and tracked vehicles.
- p. Vehicles in driveaway and/or towaway service.

- q. Wheeled motor vehicles.
- r. Missiles or rockets.
- s. Hazardous waste.
- t. Engines, internal combustion.

#### Item 15

#### Definitions

SHIPMENT: A shipment is defined as a quantity of freight offered to a carrier, on one day, at one place, from one consignor to one consignee on one bill of lading.

LTL: Shipments of 14,999 pounds or less.

TL: Shipments of 15,000 pounds or more.

#### Item 16

#### Definition of Trailer on Flatcar (TOFC)/Container on Flatcar (COFC) Service

1. TOFC/COFC service is defined as an intermodal movement involving a rail carrier and a highway vehicle where the container portion of such vehicle is transported all or part way on a railroad flatcar, and the highway transportation is incidental to the railway movement.
2. TOFC/COFC service may also be defined as transportation in highway vehicles that are owned or leased and controlled by a railroad when such transportation is wholly over the highways.
3. TOFC/COFC service does not include independent motor carriers providing service on behalf of railroads, except as part of an intermodal movement defined in paragraph 1.

#### Item 17

#### Delivery Reports

1. On a weekly basis, the shipper will provide carriers with a report detailing, in GBL sequence, shipments that have been tendered to the carrier. Notification may be electronic computer generated or in hard copy depending on shipper option.
2. Carrier agrees to complete and return these weekly delivery reports to the shipper by the dates specified on the reports. The information provided in these reports will be used to determine carrier's on-time performance. Shipments listed on these reports for which no delivery information is received within 21 calendar days from date of pickup will be considered late for the purposes of calculating on-time performance.
3. In addition to completing and returning the above reports, carrier agrees to provide legible hard copy Proofs of Delivery

(PODs) on up to 15 percent of the shipments included in the weekly delivery reports. The PODs will be selected randomly by the DLA depot transportation officer.

Item 18

Detention

Unless otherwise stated in this rules publication, carrier will be entitled to detention charges as outlined below:

Detention: Vehicles With Power Units (DP)

(See Note 1)

When carrier's vehicle with power unit (straight truck or tractor-trailer combination) is delayed or detained for loading or unloading on the premises of consignor, consignee, or other premises approved by them, and such delay or detainment is attributable to the consignor or consignee, the shipment (or the combined weight of multiple shipments) being loaded or unloaded will be subject to the following provisions:

1. Free time. Carriers will allow the free time periods listed below for loading or unloading carrier's vehicle.

TYPE OF SHIPMENT(S) FREE TIME

a. Vehicles loaded on flatbed equipment - 3 hours (waiting time to begin loading or unloading).

b. Fully palletized shipments, 20,000 pounds and over - 2 hours (Note 1).

Actual weight in pounds per vehicle stop, not palletized, subject to Note 1.

c. Less than 3,000 pounds - 1 hour.

d. 3,000 pounds but less than 10,000 pounds - 2 hours.

e. 10,000 pounds but less than 20,000 pounds - 3 hours.

f. 20,000 pounds and over - 4 hours.

Free time shall begin from the time carrier's employee notifies a responsible representative of the consignor or consignee that the vehicle is available and ready for loading or unloading, and it is within the consignor's or consignee's normal operating hours, or acceptance hours as annotated on the bill of lading.

The computation of time, in paragraph (1) above, is to be made within the normal business (shipping) day at the designated premises at the place of pickup or delivery, except if a carrier or its representative is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next work day, or when work the next day is actually begun by the carrier or its representative,

if earlier.

A shipment will be considered as "fully palletized" when at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.

2. Charges. If loading or unloading extends beyond the allowable free time, the charge will be DP(1) \$30 for each hour, or fraction thereof, the vehicle is delayed beyond the allowable free time, until released by the shipper or consignee. Detention charges provided herein will be assessed only during normal business hours at the location where the detention is accrued.

3. This rule will also apply: When shipper or consignee require the tractor be disconnected from the trailer during loading or unloading, and parked elsewhere on the shipper's or consignee's premises; or when shipper or consignee directs the trailer be left overnight and the tractor be parked at other than shipper's or consignee's premises.

NOTE 1: If the material (boxes, crates, pieces, parts, etc.) comprising the unpalletized shipment is unloaded or loaded by pallet jack, fork lift, or other type of material handling equipment - without use of pallets - then the free time allowed (not to exceed 2 hours) will be one-half of the free time allowed for shipments not palletized. To be eligible for this exception, at least 90 percent of the weight must be loaded or unloaded in the manner described. Fully palletized shipments weighing less than 20,000 pounds will be allowed one-half the free time in 1(c), 1(d), or 1(e).

Detention: Vehicles Without Power Units (DW)  
(See Note 2)

Subject to the availability of equipment and carrier's approval, carriers may spot vehicles without power units (empty or loaded trailers) for loading or unloading on the premises of the consignor or consignee, or on other premises designated by them. When such vehicles are delayed or detained, and the delay is attributed to the consignor or consignee, the shipment (or the combined weight of multiple shipments) being loaded or unloaded will be subject to the following provisions:

1. Free time.

a. Trailers spotted for loading or unloading will be allowed 24 hours of free time for loading/unloading, which will commence when the trailer is spotted for loading or unloading.

b. When any portion of the free time extends into a Saturday, Sunday or holiday, the computation of free time will resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday or holiday.

c. Free time shall not begin on a Saturday, Sunday or holiday, but at 8 a.m. on the next day which is not a Saturday, Sunday or holiday.

2. End of detention. Detention will end when consignor or consignee notifies carrier by telephone that loading or unloading has been completed and the trailer is available for pickup.

3. Charges. Charges for detention of vehicles without power units will be:

a. For each of the first and second 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DW(1) \$50 per 24-hour day or fraction thereof.

b. For each of the third and fourth 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DW(2) \$75 per 24-hour day or fraction thereof. For the fifth and each succeeding 24-hour period or fraction thereof that vehicle is detained beyond allowable free time, the charge will be DW(3) \$100 per 24-hour day or fraction thereof.

NOTE 2: Certain Government installations have specific agreements for storing and relocating carrier equipment for loading and unloading and/or detention charges.

All detention charges shall be billed directly to the party responsible for the accrual of the charges.

Item 19      DOD Constant Surveillance Service (CS) (See Note)  
(This is an optional service to be provided by  
the carrier on TL movements only)

Upon request of the shipper and agreement by the carrier, carrier will provide DOD Constant Surveillance Service (DOD CS) subject to the following definition, requirements, and charges:

1. Definition and Requirements.

DOD CS is a service that provides the following:

a. Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.

b. For the purposes of DOD CS, unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth, or is within 100 feet of the vehicle and has the vehicle within their constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments, and who is designated by the carrier/terminal to attend

the conveyance, and who is aware of the sensitivity of material moving under DOD CS, and who is knowledgeable of the safety, security, and emergency procedures that must be followed, and who is authorized and has the means and capability to move the transportation conveyance.

c. For brief stops en route, ensure the vehicle or shipment is attended.

d. When circumstances require lengthy stops en route, carriers will ensure the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note).

e. The trailer or conveyance containing the material upon which DOD CS is requested must always be connected with the power unit (tractor) during shipment except when stopped at a DOD contractor activity for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of paragraph 1 (d); or, in emergencies, at a DOD safe haven or refuge location.

f. Carrier must be able to trace a shipment in less than 24 hours.

g. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.

h. Driver identification requirements. Carrier must ensure drivers employed to handle sensitive shipments requiring DOD CS carry a valid commercial driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading (See Item 20).

i. Single line-haul preferred.

j. No trip lease. (See Item 59)

k. The maintenance of a Signature and Tally Record, DD Form 1907, by the carrier is an integral part of DOD CS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which

DOD CS is requested and provided. Drivers are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.

1. Driver(s) moving shipments on which DOD CS is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions taken to comply with the requirements listed in paragraphs 1.a. through 1.k. above.

m. The tractor moving a DOD CS shipment must be equipped with a working mobile communications unit, such as a citizens band radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.

## 2. Annotation.

When DOD CS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

"DOD Constant Surveillance Service Requested. Signature and Tally Record, DD Form 1907, furnished to carrier."

3. Charges. In addition to all rates and charges for transportation, shipments for which DOD CS is provided by carrier at shipper's request will be subject to the following charges:

a. When the distance is 500 miles or less, the charge will be \$85 per vehicle used. This charge will not apply when the distance exceeds 500 miles.

b. When the distance exceeds 500 miles, charges for DOD CS will be 20 percent of the line-haul charge.

c. This service includes constant and specific surveillance, and the maintenance of a DD Form 1907. The provisions of Item 28 will not apply for this service.

## NOTE: SECURITY CAGE STANDARDS

GENERAL: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors, and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have DOD-approved padlocks (equivalent to American 200 series), and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

WALLS: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form sides(s). (Example: Double-course reinforced or filled concrete block.)

FLOORS: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

CEILING: Same material as wall or floor. Minimum height - 8 feet. Frame - metal. Hinges - welded hinge pins. Locks - DOD-approved (equivalent to American 200 series) security locks and hasps.

CONNECTING DEVICES: Welded, peened, or otherwise installed so as to deter unauthorized entry.

WINDOWS/  
OPENINGS: Expanded steel grating, anchored in metal frame, secured in same manner as door.

ALTERNATIVE: As an alternative to a security cage, a CONEX, or similar heavy container which is sealed and locked with a DOD-approved (equivalent to American 200 series) lock may be used in buildings which are locked, guarded, or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

Item 20

DOD Driver Identification Requirements

1. The DOD requires all commercial drivers employed to handle shipments (both load and less-load) moving under a transportation protective service (Protective Security Service, Dual Driver Protective Service, Dual Driver Protective Service with National Agency Check, DOD Constant Surveillance Service, Motor Surveillance Service, Defense Transportation Tracking System Satellite Motor Surveillance Service, and Security Escort Vehicle Service) to carry adequate identification which verifies their affiliation with the carrier(s) named on the bill of lading. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
2. Carriers providing a transportation protective service must ensure that their drivers handling such shipments carry a valid commercial driver's license and medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph.
3. For carriers handling hazardous materials shipments, the commercial driver's license must have a hazardous materials endorsement and the driver must have a certificate of hazardous material training. The driver must also have proof of registration with the Department of Transportation and a hazardous material permit, as required by Title 49 CFR.
4. For carriers cleared to handle SECRET shipments, the

identification requirements have not changed, and are still in accordance with the Industrial Security Manual DOD 5220.22-M, Paragraph 8, and DOD 5220.22-C, Section 111, Paragraph 11.A(10).

Item 21

Electronic Data Interchange (EDI)

1. Although EDI capability is not a requirement to participate in this traffic, carriers should be prepared to use EDI to exchange Transportation Data Coordinating Committee/American National Standards Institute Transaction Sets 858 (Shipment Information) and 210 (Invoice). The carrier or its financial institution should be receptive/capable of receiving Electronic Funds Transfer in lieu of hardcopy payments. The carrier should also be able to provide daily shipment status reports to the shipper in the approved EDI format (transaction set 214) to provide transit visibility to the shipper.
2. All electronic invoices (transaction set 210) must be followed with hardcopy invoices until the DOD approves the adoption of a totally electronic environment (paperless). All hardcopy invoices related to EDI shipments must be batched and marked "EDI". The carriers should have the capabilities of using documentation required for the shipment.
3. The DOD requires Transportation Control Number information on shipments of supplies and equipment from commercial carriers in order to provide intransit visibility from origin of shipment to destination. The method for data exchange will be EDI using standard data sets.

Item 22

Emergency Services

1. Notwithstanding any other provision of this agreement and/or rules publication, the primary and alternate carriers may be required to provide equipment, personnel, and services not described herein and may be required to accommodate surges to the Government's requirements. These requirements may materialize in the event of a declaration of war, national emergency, or other unforecasted contingency.
2. HQMTMC may at any time, make changes in writing or orally (to be formalized in writing) to the work ordered that is within the general scope of this agreement and/or rules publication. Changes may include but are not limited to:
  - a. Terms and conditions of the agreement and governing rules publications such as tonnage increases or extended delivery areas;
  - b. Method or manner of performance of the work to include extending operating hours;
  - c. Acceleration in the performance of work.

3. Any other written or oral order from any source other than as directed by HQMTMC that causes a change shall be considered only after the carrier gives HQMTMC written notice stating the date and circumstances, and the source of the order. The carrier may process the change as set forth below upon approval by HQMTMC.

4. Except as provided in this provision, no order, statement, or conduct of any transportation official shall be treated as a change under this provision or entitle the carrier to an equitable adjustment. No proposal by the carrier for an equitable adjustment shall be allowed if asserted after final payment.

5. Billing. Line-haul and accessorial charges under this provision will be billed as follows: The Government may make an equitable adjustment in charges upon receipt of the carriers billing documenting the charges and costs for services according to carrier tenders and as verified and approved by the installation transportation officer. The carrier will also provide the GBL, carrier waybill, and any other supporting documentation. The Government bill of lading must contain the statement and/or entry that "These charges are in accordance with carrier tenders for services authorized by HQMTMC message/letter dated\_\_\_\_\_, Subject:\_\_\_\_\_, Item/Rule Number\_\_\_\_\_, Publication Number\_\_\_\_\_."

#### Item 23

#### Equipment Pool

1. Carrier agrees to maintain a pool of equipment, as required. Shipper reserves the right to increase or decrease the number of trailers required in the equipment pool based on the shipment volumes.

2. Detention charges will not apply to pool equipment.

3. Terms and Conditions:

a. The carrier agrees and authorizes the Government or its agent to relocate or spot the equipment as the Government deems necessary. In relocating or spotting the equipment, the Government or its agent may use its personnel and tractors.

b. The carrier will deliver its trailers for the specific purpose of transporting material to be shipped.

c. The carrier agrees it shall exercise ordinary care and diligence to ensure all trailers are suitable for the purpose intended and warrants that the trailers supplied are either owned, or if not, are those which the carrier has a legal right to use.

d. The carrier agrees to indemnify and hold the Government harmless from claims for damages which do not result from negligence of the Government, or which are based upon the assertion that the Government had no authority to relocate or spot the carrier's trailers.

e. The Government agrees that it shall exercise ordinary care and diligence in relocating or spotting carrier trailers.

f. The Government agrees to furnish storage space, normal security, and trailer relocation without cost to the carrier.

Item 24

Equipment Requirements/Inspection

1. Carrier agrees to provide the type of equipment needed to meet movement requirements. Substitution of equipment may be made as mutually agreed upon by shipper and carrier.
2. Carrier agrees to furnish only clean and odor free equipment and to ensure all previously used blocking and bracing materials have been removed.
3. Carriers equipment is subject to inspection by the shipper at the time of placement for loading. Equipment determined to be unsuitable for loading will be rejected by the shipper. The rejection of carriers equipment will not relieve the carrier from meeting pickup and delivery requirements.

Item 25

Escort Vehicle Service (EF)

(Applicable on Flatbed/Specialized Equipment Movements)

1. When, due to unusual size or weight of shipment, an escort vehicle or flagman is requested by the shipper or required by a regulatory agency, such service will be furnished by the carrier.
2. When an escort vehicle or flagman is assigned to a shipment, the charge will be EF(1) 105 cents per mile per each escort vehicle or flagman, applying from the assigned point to the point where the requirement ceases. The assigned point and the point of cessation may or may not be origin and destination of the shipment. The minimum mileage charge per day for each escort vehicle or flagman will be EF(2) \$100. This service may be required only intermittently during any given trip depending on state, county, or municipal regulation. Charges will apply only where the requirement exists.
3. When it is necessary for any escort vehicle or flagman to lay over at a point away from home base, there will be an additional charge of EF(3) \$50 per night for each flagman or escort vehicle driver.

Item 26

Exclusive Use of Vehicle (EU)  
(Applicable on TL Movements Only)

Neither the application of seals or locks by the shipper, nor notation of a Required Delivery Date (RDD) on the bill of lading, shall be interpreted as a request for exclusive use of vehicle.

Vehicles sealed by either the shipper or carrier for carrier convenience, may not be construed as requiring exclusive use, and carrier may remove seals or locks to add other freight.

Upon request of the shipper, carrier will provide exclusive use of vehicle service subject to the following:

1. Exclusive use of vehicle means that the vehicle furnished will be devoted exclusively to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for carrier's convenience.

2. Shipper will request exclusive use of vehicle by annotating "Exclusive Use of Vehicle Requested" on the bill of lading. Additionally, the following endorsement will be annotated on the bill of lading by the carrier's agent at destination:

"I certify that exclusive use of vehicle service was furnished as requested".

3. When exclusive use of vehicle is requested, such request will not include expedited service unless expedited service is specifically requested and annotated on the bill of lading.

4. Where line-haul rates are quoted in dollars and cents per hundredweight, the charge for exclusive use of vehicle will be the applicable line-haul rate at the highest minimum weight, or actual weight if greater. Where line-haul rates are quoted per vehicle used or in dollars and cents per mile, carrier will be entitled to 20 cents per mile in addition to the applicable line-haul charges. Where line-haul rates are quoted per vehicle used or in dollars and cents per mile, there will be no charge for exclusive use of vehicle. Therefore, carrier agrees to provide this service at no additional charge.

#### Item 27

#### Expedited Service (EX)

Upon request of the shipper and agreement by the carrier, carrier shall provide expedited service subject to the following:

1. Expedited Service means the immediate dispatch of a shipment in continuous line-haul service within legal parameters as stated in Title 49 CFR, to meet the RDD specified by the shipper on the bill of lading.

2. Shipper will request expedited service by annotating the bill of lading clearly and specifically "Expedited Service is Required." Inclusion of a RDD alone will not constitute a request for expedited service.

3. Where line-haul rates are quoted in dollars and cents per hundredweight, the charge will be the applicable line-haul rate at the highest minimum weight, or actual weight if greater, and the resultant charge increased 20 percent. Where line-haul rates are quoted in dollars and cents per mile or per vehicle used, the

charge will be assessed at the line-haul rate plus 20 percent in addition to all other applicable charges.

4. When an extra driver is needed in accordance with parameters in paragraph 1, the shipper will annotate the bill of lading "Extra Driver Requested". The additional charge as specified in Item 28 will apply.

5. If the carrier fails to meet the RDD specified on the bill of lading, carrier will be entitled to the applicable line-haul charges only.

#### Item 28

#### Extra Driver (ED)

1. When requested by shipper, carrier will provide the services of an extra driver for continuous line-haul service within legal parameters.

2. The request for an extra driver must be annotated on the bill of lading clearly and specifically. The charge for extra driver service will be ED(1) 30 cents per mile, subject to a minimum charge of ED(2) \$120 per vehicle. This charge will be in addition to all other transportation charges.

#### Item 29

#### Extra Lights (EL) - Overdimensional Loads

(Applicable on Flatbed/Specialized Equipment Movements)

When a state regulatory agency requires that lights, flashing or not flashing, be placed on an overdimensional shipment, a charge of EL(1) \$100 per vehicle per such state will apply in addition to all other charges.

#### Item 30

#### Federal Holidays

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

#### Item 31

#### Hazardous Materials

1. Hazardous materials will be specifically described on the shipping document in accordance with Title 49 CFR 172.201-204.

2. If placarding is required by American Trucking Associations, Inc., Agent, Transportation of Hazardous Materials Tariff ICC ATA-111 series; Title 49 CFR; or BOE-6000 series, supplements thereto and revisions thereof, shipper will provide the placards and carriers will affix placards to equipment at no additional cost.

Item 32

Interline Service

Where joint line rates are offered, the origin carrier agrees to have all participating carriers sign the rate tender. Further, the origin carrier accepts the responsibility for satisfactorily delivering shipments within the required transit times.

Item 33

Loading/Unloading

Carrier line-haul rates governed by these rules will be offered based on the loading/unloading requirements. Where unloading is to be accomplished by the consignee, this will not relieve the carrier of the requirement to tailgate unpalletized freight.

Item 34

Maximum Charge

In no case shall the charge for any shipment be greater than the charge for a greater quantity of freight at the rate and minimum weight applicable to such greater quantity of freight. If charges are lower by considering the shipment as a truckload, the shipment will be tendered to a truckload carrier.

Item 35

Non-Alternation of Rates and Charges

On shipments covered by this rules publication, alternation with other tender rates and charges is not permissible.

Item 36

Notification and/or Prelodge of Documents  
Prior to Delivery (PR)

1. When notification prior to delivery and/or prelodging of documents is required by the consignee, the following will apply:

Notification. Carrier will, without additional charge, provide telephonic notice of arrival to the consignee in accordance with instructions on the bill of lading.

2. When prelodging of shipping documents is required by the consignee, the following definition will apply:

Prelodging. Prelodging is the hand delivery of shipping documents by the delivering carrier 24 hours or more prior to the delivery of a shipment or shipments to a location designated by the consignee. The shipping documents will be contained in an envelope marked with the permit number, date and time of delivery, and the delivering

carrier's name.

3. Invoices submitted to the consignee for payment of prelude charges will be cross referenced as to GBL number(s), carrier's pro number(s), permit number, and the date the prelude service was provided.

Charges. When required by the consignee, the charge for prelodging shall be PR(1) \$25 per delivery vehicle. Charges are payable by consignee or activity requiring prelodging.

Item 37                      On-Time Performance/Required Transit Time

1. Carrier agrees to meet required transit time (in days) as shown below:

(DDCS) LESS-THAN-TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDCS	AL 3	AR 4	AZ 8	CA 11	CO 10	CT 6	DC 3	DE 3	FL 3	GA 3	IA 5	ID 10	IL 4	IN 4	KS 5	KY 3	LA 4	MA 6	MD 4
DDCS	ME 7	MI 5	MN 7	MO 4	MS 4	MT 10	NC 3	ND 8	NE 5	NH 7	NJ 4	NM 8	NV 10	NY 5	OH 4	OK 7	OR 11	PA 4	RI 6
DDCS	SC 3	SD 8	TN 4	TX 7	UT 10	VA 3	VT 7	WA 11	WI 6	WV 3	WY 9								

(DDCS) TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDCS	AL 2	AR 2	AZ 6	CA 8	CO 6	CT 4	DC 2	DE 2	FL 2	GA 2	IA 3	ID 7	IL 2	IN 3	KS 4	KY 2	LA 2	MA 4	MD 2
DDCS	ME 5	MI 4	MN 5	MO 3	MS 2	MT 7	NC 2	ND 6	NE 4	NH 5	NJ 3	NM 6	NV 7	NY 4	OH 3	OK 5	OR 9	PA 3	RI 4
DDCS	SC 2	SD 5	TN 2	TX 4	UT 6	VA 2	VT 5	WA 8	WI 4	WV 2	WY 6								

~~X~~

(DDJF) LESS THAN TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDJF	AL 5	AR 5	AZ 10	CA 11	CO 10	CT 7	DC 5	DE 5	FL 3	GA 3	IA 8	ID 11	IL 7	IN 6	KS 9	KY 6	LA 4	MA 6	MD 5
DDJF	ME 9	MI 6	MN 9	MO 7	MS 5	MT 11	NC 4	ND 11	NE 9	NH 9	NJ 6	NM 10	NV 10	NY 7	OH 6	OK 9	OR 11	PA 6	RI 7
DDJF	SC 3	SD 11	TN 6	TX 7	UT 11	VA 5	VT 9	WA 11	WI 7	WV 5	WY 11								

~~X~~

(DDJF) TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDJF	AL 4	AR 4	AZ 8	CA 8	CO 7	CT 5	DC 4	DE 4	FL 2	GA 2	IA 6	ID 8	IL 5	IN 5	KS 6	KY 4	LA 3	MA 4	MD 4
DDJF	ME 6	MI 5	MN 6	MO 5	MS 4	MT 8	NC 3	ND 8	NE 6	NH 5	NJ 4	NM 7	NV 8	NY 5	OH 5	OK 6	OR 8	PA 5	RI 4
DDJF	SC 2	SD 8	TN 4	TX 5	UT 8	VA 4	VT 6	WA 9	WI 5	WV 4	WY 8								

(DDPF) LESS THAN TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDPF	AL 3	AR 5	AZ 10	CA 11	CO 10	CT 7	DC 5	DE 5	FL 3	GA 3	IA 8	ID 11	IL 7	IN 7	KS 9	KY 6	LA 4	MA 7	MD 6
DDPF	ME 9	MI 7	MN 9	MO 7	MS 4	MT 11	NC 5	ND 11	NE 8	NH 9	NJ 7	NM 10	NV 10	NY 7	OH 7	OK 8	OR 11	PA 7	RI 8
DDPF	SC 4	SD 11	TN 6	TX 7	UT 11	VA 6	VT 9	WA 11	WI 7	WV 6	WY 10								

(DDPF) TRUCKLOAD

ORIGIN	DESTINATION STATE																		
DDPF	AL 2	AR 4	AZ 8	CA 8	CO 7	CT 5	DC 4	DE 4	FL 2	GA 2	IA 6	ID 8	IL 5	IN 5	KS 6	KY 4	LA 3	MA 5	MD 4
DDPF	ME 6	MI 5	MN 6	MO 5	MS 3	MT 8	NC 4	ND 8	NE 6	NH 6	NJ 5	NM 7	NV 8	NY 5	OH 5	OK 6	OR 8	PA 5	RI 5
DDPF	SC 3	SD 8	TN 4	TX 5	UT 8	VA 4	VT 6	WA 9	WI 5	WV 4	WY 8								

2. Transit time will be measured in calendar days including Saturdays, Sundays, and holidays except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Transit times will be computed by subtracting the Julian Date the GBL is signed by the carrier for pickup from the Julian Date of delivery or day offered for delivery. If the transit time for the shipment exceeds the transit time shown above, the shipment is not on-time.

3. Shipments whose transit time would require delivery on a nonbusiness day will be delivered on the next business day. If a shipment is offered to a consignee and refused, or delivery is rescheduled for another time, the name and phone number of the person refusing or rescheduling delivery must be reported on the delivery reports. (Note: When shipment is offered for delivery and carrier is given a later date for actual delivery, carrier MUST annotate delivery receipt with all pertinent information to receive credit for on-time delivery).

4. When the transit time ends on a Saturday, Sunday, or holiday, the shipment must be delivered on the next business day to be considered delivered on time.

5. On-time performance is required at least 98 percent of the time to each destination region/specific point-to-point. Failure to meet transit time for less than 98 percent of the shipments constitutes unsatisfactory service.

#### Item 38

#### Option to Extend

1. The Government may extend the term of this GT by written notice to the carrier. Notice of this intent will be sent to the carrier(s) 60 days prior to the original expiration date. The preliminary notice does not commit the Government to an extension.

a. If the Government exercises this option, the extended GT shall be considered to allow up to three 1-year extensions. All extensions will be in increments up to one year, not to exceed a total of 3 years.

b. The total duration of this GT, including the exercise of any option under this item shall not exceed 5 years.

2. Rates shall be subject to adjustment in accordance with the following price adjustment procedures.

a. Increases or decreases in tendered rates shall be automatically made by MTMC in accordance with the Producer Price Index published by the U. S. Department of Labor. Factors considered will be the Producer Price Index for General Freight, Truckload (PPI-GFTL) and Less than Truckload (PPI-GFLT). Adjustment may be made for years 3, 4, and 5 of the GT award. No adjustments will be made when the percent of change is less than one percent.

b. The basic index will be that indicated for the month of the original effective date of the tender and at the end of the 21st month (3 months prior to expiration). Subsequent extension options will be based on the index for each of the succeeding 12 months. The net change will be developed by subtracting the latest index from the index in effect at the time of the original award or previous extension. The difference will be divided by the base index at the time of the award/previous extension for the increase authorized.

For example: October 1992 = 104.9  
June 1994 = 110.1 (21 Months)

Net Change = 5.2

Price Adjustment:

Net change/Base Index =  $5.2/104.9 = 4.9$

This results in a 4.9% increase.

3. The Government will provide the carrier written notification of the price adjustment at least 45 days prior to the effective date thereof.

#### Item 39

#### Overages and Shortages

1. For LTL van shipments, the carrier will report the shipment's overages and/or shortages to the shipper telephonically within 48 hours of accepting the shipment or at the first breakbulk point.
2. Truckload van and flatbed carriers will report the shipment's overages and/or shortages to the shipper telephonically within 48 hours after delivery of the shipment.
3. Carrier agrees to follow-up telephonic notification of shipment discrepancies by facsimile or via U.S. mail.

#### Item 40

#### Overdimensional Freight Service (OD)

(Applicable on Flatbed/Specialized Equipment Movements)

Carrier will provide overdimensional freight service upon request of the consignor, subject to the following definition, conditions and charges:

1. Definition. A shipment will be considered to be overdimensional when it contains one or more non-divisible articles which measure in excess of 576 inches (48 feet) in length, 102 inches (8 feet 6 inches) in width, or 162 inches (13 feet 6 inches) in height, from the ground to the top of the article after loading.

## 2. Conditions.

a. OD will be tendered and billed as a truckload shipment. Line-haul transportation charges will be based on the applicable truckload charge (per vehicle used or per mile per vehicle used), highest minimum weight, or actual weight if in excess of the minimum weight, and accompanying truckload rate.

b. Although paragraph 3 of this item provides coverage for overlength charges, overlength charges will not be assessed, for interstate or intrastate movements, if the non-divisible article(s) does not extend beyond the semi-trailer and: the movement is over interstate or Federal-aid highways, or the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination when moving over other than interstate and Federal-aid highways.

c. The overdimensional mileage charges named in paragraph 3 of this item will apply only to that mileage within those states that assess a permit fee for the overdimensional load. For example, see Notes 2 and 3, of 3c. When a shipment is overdimensional in more than one dimension (i.e., width, length, or height) the overdimensional mileage charge producing the greatest total charges will apply. In no case will overdimensional mileage charges be assessed on more than one dimension.

## 3. Charges: Overwidth, Overlength and Overheight.

a. Overwidth Charges. Minimum Charge (per vehicle):  
\$56

### Article Width (in inches)

<u>Over</u>	<u>Not Over</u>	<u>Charges In Cents Per Mile Per Vehicle</u>
102	108	16
108	120	24
120	132	37
132	144	54
144	156	71
156	168	88
168	180	121
180	204	166
204		150 per foot or fraction thereof on that portion over 17 feet wide, plus 166 cents

b. Overlength Charges. Minimum Charge (per vehicle):  
\$56

### Article Length (in inches)

<u>Over</u>	<u>Not Over</u>	<u>Charges In Cents Per Mile Per Vehicle</u>
576	600	19

600	660	32
660	720	45
720	780	59
780		73 plus 35 cents per foot for that portion over 65 feet long.

c. Overheight Charges. Minimum Charge (per vehicle):  
\$50

Article Height (in inches) (see Note 1)

<u>Over</u>	<u>Not Over</u>	<u>Charges In Cents Per Mile Per Vehicle</u>
162	168	19 (see Note 2)
168	174	48 (see Note 3)
174	180	80
180	192	115
192	204	170
204		265

NOTE 1: Dimensions are measured from the ground to the top of the article after loading.

NOTE 2: Charges not applicable to mileage within the states of CA, CO, ID, NE, NV, OR, UT, WA, or WY.

NOTE 3: Charges not applicable to mileage within the states of CO and NE.

Item 41 Overweight Shipments (OW)

Shipments in excess of 48,000 pounds (45,000 pounds when loaded on lowboy equipment) will be assessed an additional charge of OW(1) 12 cents per mile per ton (2000 pounds) for that weight in excess of 48,000/45,000 pounds.

Item 42 Pallet Return

Upon request of the shipper, carrier agrees to return empty pallets to shipper free of charge. Pallets may be consolidated by the carrier and returned in conjunction with scheduled freight pickups. Please note, item applies to carriers who pick up loads that are reconfigured resulting in an excess of pallets.

Item 43 Permits and Special Tolls  
(Applicable on Flatbed/Specialized Equipment Movements)

1. When a carrier is required to obtain hauling permits in connection with overdimensional and/or overweight articles, a charge of \$25 plus the actual fee paid to any state, county or



### Pre-Award Checklist

This checklist is intended to assist in verifying carrier services and that capabilities exist and are available prior to allocation of traffic.

#### 1. RESPONSIBILITIES.

a. DOD representatives will make note of carrier resources defined herein during visits to carrier facilities.

b. Carriers will demonstrate either that sufficient services and capabilities are under their control or provide acceptable evidence of their ability to obtain the required resources, i.e., commitment or explicit agreement, that will be in existence by the effective date of the tender, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel to perform all services required under the solicitation.

#### 2. CARRIER RESOURCES.

a. Carrier must satisfy the Government that sufficient types of equipment, i.e., flatbeds, vans, etc., will be available to meet shipper's requirements.

b. Carrier will ensure the availability of specialized equipment, either owned or available through rental or lease agreements evidenced by commitment or explicit agreements where such specialized equipment is necessary to meet DOD's needs.

c. Carrier will have backup support in the event of equipment breakdown or personnel failure to meet shipper's requirements.

d. Carrier terminal facilities will be sufficient to meet shipper's needs.

e. Carrier will ensure it has the qualified and capable supervision necessary to satisfy movement requirements.

f. Carrier will ensure the availability of sufficient labor resources.

g. Carrier will ensure that it has sufficient Automated Data Processing capability, where necessary, to meet shipper's reporting requirements.

#### 3. CARRIER OPERATIONS.

a. Carrier will provide evidence of its transportation safety record.

b. Carrier will explain its transportation services to include pickup, delivery, and line-haul procedures.

(1) Carrier will state whether it will use line-haul or city delivery equipment for pickup or delivery.

(2) Carrier will state the proximity of its pickup equipment to the locations where the DOD shipments are to be picked up.

(3) Carrier will use scheduled dispatch if required to meet performance standards required herein.

(4) Carrier will use extra drivers if necessary to meet performance requirements.

c. Carrier will be able to furnish delivery reports.

d. Carrier will employ a cargo manifest and tracing capability sufficient to meet the needs of this solicitation. Such capability will include cargo documentation which adequately provides cargo identification essential to movement execution.

e. Carrier will ensure its ability to comply with delivery or performance schedules, taking into consideration all existing or anticipated commercial and Governmental business commitments.

f. Carrier will have the necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them, including, as appropriate, such elements as to be performed by the prospective carrier or its agents, at all times.

g. A duly authorized officer or agent of the company will sign the tender and authorize the agreement.

Item 46                      Pearranged Scheduling of Vehicle Arrival  
   for Unloading (See Item 57)

1. Carriers will, at no additional charge, pearrange schedules with designated consignees for arrival of vehicles for unloading of vehicles.

2. All shipments must be scheduled for arrival for unloading, when so annotated on bill of lading. This may be accomplished by telephone contact with the designated consignee.

3. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue

Item 47                      Prompt Payment Act

Carrier invoices, properly supported, for transportation charges (Public Voucher for Transportation Charges, SF 1113) will be payable within 30 days from the date of receipt of proper invoice, by the paying agency in accordance with the Prompt Payment Act (31 U.S.C., Section 3901 et seq). Carriers cannot impose payment terms contrary to the provisions of the Prompt Payment Act except to add, voluntarily, a discount for expedited payment.

Item 48

Protection from Cold  
(Applicable on Van Movements)

Carrier agrees to provide protection from the cold when requested by the shipper. There will be no additional charge for this service and requests for this service must be included on the GBL. GBL's annotated "Subject to damage by freezing" will indicate that protection from the cold is required. When this annotation is not on the GBL, carriers will not be liable for loss or damage caused by the cold.

Item 49

Reconsignment or Diversion (RC)

Carriers will provide reconsignment or diversion service for shipments subject to these rules upon request, subject to the following:

1. Reconsignment and diversion are considered to be synonymous and either will be considered to mean:

a. A change in the place of delivery within the original destination point.

b. A change in the original destination point.

c. Any other change in delivery which requires an additional movement of the shipment.

2. When performance of this service does not involve a change in the original destination, carrier will be entitled to an additional charge of RC(1) \$75 per shipment.

3. When performance of this service involves a change in the original destination point, carrier will be entitled to the charge in paragraph 2 above and the applicable published line-haul tender rate to the point of interception and from the interception point to the reconsignment point. If carrier does not have an applicable tender with a line-haul rate on file, tender rates will be negotiated between the carrier and HQMTMC.

4. If a shipment is ordered returned to the consignor, carrier will be entitled to the charge in paragraph 2 above and to the line-haul rate applicable to the original outbound movement.

5. Payment of all charges applicable under this item will be the responsibility of the party requesting the reconsignment and/or diversion.

6. Charges specified in paragraph 2 above will apply when an SF 1200 (GBL Correction Notice) is issued.

Item 50

Redelivery (RD)

1. If for any reason beyond carrier's control, the consignee is unable to accept a shipment offered for delivery within the allowed transit times authorized in the tender, the carrier is entitled to a redelivery charge of RD(3) \$75.00 per shipment. When more than one shipment is on the same vehicle, only one redelivery charge will be assessed. If the shipment arrives at consignee after the required transit time has passed, then no redelivery charge will apply. Delivery times should be arranged with the consignee to meet the required transit time. Redelivery charges will be billed separately and directly to the consignee.
2. Carrier will notify consignee that the shipment is on hand not later than the next business day after delivery was attempted and arrange for a mutually agreeable redelivery date. Notification will be made by telephone, where practicable, or otherwise by telegraph or mail. If redelivery is not accomplished or if forwarding instructions are not furnished the carrier within 24 hours of notification that the shipment is on hand, the shipment will be subject to storage charges in Item 57.
3. If, after being notified that the shipment is on hand, the consignee elects to pickup the shipment at carrier's terminal, no redelivery charges will apply.

Item 51

Relocation of Vehicle (RV) (Applies only to  
trailers dropped by carrier for loading/unloading)  
Does not apply on trailer pool equipment

Except as otherwise provided in this rules publication, carrier will provide relocation of trailers from one platform doorway or shipping room to another, upon request of the shipper. Carrier will be entitled to a charge of RV(1) \$75 for each relocation requested and provided. Carriers will submit all invoices for these charges to the DLA depot transportation officer requesting such service.

Item 52

Satisfactory Service Standards

Carriers allocated traffic subject to this rules publication will be required to:

1. Meet transit times to each destination region 95 percent of the time.
2. Respond to shipper movement requirements within 4 hours from time of request for service.
3. Meet the required delivery dates of shipments moving under expedited service 100 percent of the time.

4. Provide extra drivers as requested.
5. Deliver tendered shipments intact without loss or damage.
6. Provide delivery reports to the shipper by the dates specified.
7. Provide hard copy proofs of delivery to shipper by the dates specified.
8. Provide clean and odor free equipment that is consistent with the type specified by the shipper. Truckload shipments inspected by veterinary services personnel will not be transloaded from the original trailer.
9. Provide exclusive use of vehicle as requested.
10. Maintain equipment pool as required.
11. Comply with all other requirements specified in these rules.

Item 53                      Signature and Tally Record Service (ST)

Carriers shall provide Signature and Tally Record Service (ST) upon request of the consignor, subject to the following definition, requirements and charges:

1. Definition. ST is a service designed to provide continuous responsibility for the custody of DOD shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

2. Requirements.

a. Shipper or his agent must place and sign the following annotation on the bill of lading:

Signature and Tally Record requested. DD Form 1907  
furnished to carrier.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

b. Form. DD Form 1907, Signature and Tally Record, provided by the shipper, will be used as follows:

(1) When ST is requested by the shipper and the signature and tally record is furnished, carrier or his agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery and road drivers and dock foreman, to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his agent upon delivery.

(2) Driver(s) are required to sign the DD Form 1907 when

they assume initial responsibility for the shipment.

(3) In terminal areas, the vehicle containing the ST shipment must be under the control of the last person signing the DD Form 1907.

(4) When ST is used with Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN), and Protective Security Service (PS), both drivers are required to sign when they assume responsibility for the shipment.

c. Tracing. Carrier must be able to trace a shipment in less than 24 hours upon request.

3. Charges. In addition to all rates and charges for transportation, shipments on which ST is provided at shipper's request will be subject to a charge of ST(1) \$35 per shipment.

4. A separate charge for Signature Tally Record Service will not be billed when a higher protective security service is charged, which includes the requirement for Signature Tally Record.

#### Item 54                      Split Deliveries (SDL)

1. When requested by the shipper, carrier agrees to provide split delivery service within the confines of the receiving installation or facility. Requests for such deliveries will be annotated by the shipper on the GBL and will not exceed a total of seven, including the final delivery.

2. A charge of SDL(1) \$35 will apply for each split delivery requested by the shipper and provided by the carrier exclusive of the final delivery.

3. After arrival at destination, carrier may be required to provide additional split deliveries as requested by the consignee. Charges for such split deliveries will be SDL(1) \$35 per split and will be billed to the consignee.

4. Split deliveries may be required in conjunction with stop-off service as described in Item 56.

#### Item 55                      Split Pickups (SPU) (Only applicable where trailer remains attached to the power unit)

1. When requested by the shipper, carrier agrees to pickup freight at more than one location within the confines of the depot.

2. Truckload van and flatbed carriers providing split pickups will be entitled to a charge of SPU(1) \$35 for each pickup

provided, exclusive of the initial pickup. Requests for such split pickups and applicable charges will be annotated by the shipper on the GBL.

3. Less-than-truckload van carriers will be required to provide split pickups at the request of the shipper at no additional charge.

Item 56

Stop-Off In Transit (SO)  
(Applicable on TL Movements Only)  
(Not Applicable on TOFC Movements)

1. Carrier agrees to provide stop-off service for partial loading/unloading at any point intermediate between origin and final destination.

2. Shipments requiring stop-off service will be tendered to the carrier entitled to transport truckload traffic from the point of origin to the final destination. Stop-off service may be performed at any point or in any region, regardless of whether or not the carrier performing the service has been designated as a primary or alternate carrier for that point or region.

3. A charge of SO(2) \$50 will apply for each stop-off requested and provided (excluding origin and final destination), not to exceed five stop-offs.

4. When rates are based on weights, the line-haul charges will be based on the total actual weight or minimum weight, whichever is greater, applying from point of origin to final destination, subject to an excess mileage charge in paragraph 6 for out-of-route mileage.

5. When rates are based on distance and the mileage through the stop-off point(s) exceeds the direct mileage from origin to destination, the line-haul charges will be based on short-route mileage, from point of origin via the stop-off point(s) to final destination.

6. When line-haul charges are determined under paragraph 4 or line-haul rates are quoted per vehicle used, and the short-route mileage from point of origin via the stop-off point or points exceeds the direct short-route mileage from origin to destination, all excess mileage will be subject to a charge of SO(1) \$1.10 per mile. This charge will be in addition to all other transportation charges.

7. Shipments must not be transferred to other equipment and be delivered in the sequence cited on the GBL.

8. Seals applied at origin will remain intact until reaching first destination. Carrier seals will be applied at stop-off point if Government seals are not available. Seal numbers must be recorded on the DD Form 1371 (consignee's receipt for delivery at stop-off unloading point) to be forwarded to final destination.

9. When this rule is used, transit time will be increased by one day per intermediate stop, with the exception of a request for dedicated/expedited delivery service.

Item 57

Storage (SG)

1. Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, or for customs clearance, inspection, or for any reason attributed to action by consignor or consignee, will be considered to be stored and will be subject to the following conditions and charges.

a. The carrier must notify consignor and consignee in writing of the commencement of storage charges for shipments in the possession of the carrier.

b. Follow-up written notification will be made after the 30th day of storage, and every 30 days afterwards, until the shipment is delivered.

2. Conditions.

a. Storage charges on freight in carrier's possession awaiting line-haul transportation will begin at 8 a.m. the day after the freight is received by the carrier.

b. Storage charges on undelivered freight will begin on the first calendar day after notice of arrival is provided to an authorized representative of the consignee and consignor, except that no charges under this item will be made when actual delivery is accomplished within 24 hours after such notice of arrival has been given.

c. No storage charges will be assessed when delivery cannot be accomplished due to riots, Acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance, as may tend to create reasonable apprehension of danger to persons or property.

~~X~~d. Storage charges under this item will end when carrier is advised by the consignor, consignee, owner, or customs official to deliver or transport the freight.

e. DOD freight cannot be sold by carrier to satisfy storage or other transportation charges nor be placed in a public warehouse.

3. Charges. Freight stored in the carrier's possession, until such time as carrier has been notified as specified above, will be subject to the following charges:

a. Shipments weighing less than 10,000 pounds will be subject to storage charges of SG(1) \$12 per day per shipment, subject to a minimum charge of SG(2) \$16 per shipment.

b. Shipments weighing 10,000 pounds or more will be subject to storage charges of SG(3) \$65 per day per shipment, subject to a minimum charge of SG(4) \$115 per shipment.

c. Charges for storage will be billed and submitted separately, and not included on the bill of lading. Charges for storage will be billed directly to consignor or consignee responsible for charges.

4. Storage charges will not apply on astray and/or damaged freight.

#### Item 58

#### Tonnages

1. Tonnages governed by this rules publication are DLA's best estimates of freight traffic to be moved via motor carriers from DLA depots/facilities to DLA customers. These tonnages are provided for information and evaluation purposes only and do not constitute a guarantee of volume.

2. The estimated tonnages in this solicitation do not reflect emergency/unusual surge requirements. Additionally, the tonnages shown do not include shipments to be moved by rail, i.e., boxcar, and/or shipments involving the return/redistribution of stock.

3. The Government, reserves the right to divert shipments to existing air, rail, and/or surface transportation systems, e.g., local delivery/drayage, as necessary, to satisfy emergency/unusual surge requirements.

#### Item 59

#### Trip-Leasing of Equipment

Trip-leasing of equipment for movement of DOD cargo is authorized. However, trip-leasing will be allowed only when all carriers involved in a trip-lease arrangement are approved under the HQMTMC CQP. Carriers who fail to execute proper leases in accordance with Title 49, Code of Federal Regulations 1057, subsequent to allocation of traffic, will be considered as providing improper and inadequate equipment. Carrier agrees to have in their possession an original copy of the lease agreement signed by both the lease carrier and the authorized carrier.

#### Item 60

#### Vehicles Furnished But Not Used (VF)

1. When a carrier, upon shipper's request, furnishes a vehicle for the loading of a shipment and through no fault of the carrier the shipper cancels loading of the vehicle, the carrier will be entitled to a charge of VF(2) \$120 for each vehicle furnished and not used.

2. This charge will not apply when a vehicle is rejected by the

shipper upon inspection, such equipment is considered unfit for the required transportation, or when notice of cancellation is received by the carrier prior to actual dispatch of vehicle from carrier's terminal.

3. Claim for collection of charges under this item shall be supported by shipper's certification of cancellation.

4. When pickup carrier is inbound with a loaded trailer which is scheduled for outbound loading from the same installation and shipper cancels loading of the vehicle, no charge will be assessed under paragraph 1.

#### Item 61

#### Weights

Transportation charges for shipments moving on weight-based rates will be computed on actual gross weights including the weight of pallets, platforms, or skids.

#### Item 62

#### Withdrawal By Primary Carriers

1. After the acceptance of the guaranteed traffic award by the carrier, the Government will require that the selected carrier honor the award until the expiration date of the tender.

2. Should a primary carrier withdraw from traffic award(s), it must provide not less than a 30-day written notice of the proposed withdrawal, via certified mail, to the shipper and HQMTMC, ATTN: MTOP-T-N. The 30-day notice will begin on the first working day after receipt of the written notice by HQMTMC, MTOP-T-N. In the event the carrier does not provide 30 days notice, the carrier is liable for all excess transportation costs or charges for cargo moved during the period for which the 30-day notice was not given. HQMTMC will offer the traffic to the next alternate carrier. If the alternate carrier declines to accept the traffic, additional alternate carriers will be offered the traffic until accepted. The carrier withdrawing is liable to the Government for the difference between his cost and the new carrier's cost. If at any time the new primary carrier withdraws, the same conditions will apply.

3. If the carrier is unable to complete the through movement of a shipment in a timely manner, the Government may take possession of the cargo and complete the movement to destination. The carrier shall protect and preserve the cargo until surrendered to the Government or its agent. The Government may, at its option, pay any charges necessary to obtain release of the shipment from the carrier's agents, subcontractors, or other third parties. The carrier shall be liable for all additional costs incurred by the Government which are in excess of those costs which would have been incurred if the carrier had maintained total through movement of the shipment.

4. The rights and remedies of the Government in this item are in addition to any other rights provided by law or under this publication or under rate tenders governed by this publication.

## METHOD OF EVALUATION

Rates submitted will be evaluated and award(s) will be made to the low cost responsive, responsible carrier(s) whose tender(s) conforms to the solicitation. An abstract of offers will be posted in Room 609, HQMTMC, Falls Church, Virginia, after the evaluation.

Rates offered in Enclosure 9 will be considered separately. Evaluations will be based on factors shown in each tender as follows:

### **LTL AND TL VAN:**

Rates submitted for Enclosure 9A and 9B will be multiplied by the evaluation factors shown in each weight category for each mileage group for each tender. The sum of all costs for each region will be used to determine the overall total cost for that region.

### **FLATBED, AND SPECIALIZED EQUIPMENT:**

For Enclosures 9C through 9E, evaluations will be conducted on a total cost basis for each region. Total costs for each region will be determined by summing the cost for each of the mileage groups\equipment types in that region. Costs for each mileage group\equipment type will be determined by multiplying the carrier's per mile rate by the mid-point mileage for the mileage group and then by the estimated number of shipments moving for that mileage group. If the rate offered in any mileage group, times the mid-point mileage is less than the minimum charge offered, then for evaluation purposes, the minimum charge will be multiplied by the estimated number of shipments moving for that mileage group.

The mid-point mileage is determined by adding the mileage shown for each mileage group and dividing the result by 2, except for the "OR LESS" and "AND OVER" mileage group where the stated mileages will be used. Note: The method of calculation shown above is for evaluation purposes only. For billing and payment purposes, the Government will use actual mileage as derived from the governing mileage guide.

Where records indicate no tonnage/shipments moved during the reporting period, the following factors will be used for evaluation: For LTL and TL vans, rates will be evaluated by applying the applicable minimum weight, and for flatbed and specialized equipment, rates will be evaluated by one vehicle used.

Traffic will be awarded to one primary carrier for each region/lane of traffic, and at the discretion of ADCSOPS-Transportation Services, a first and second alternate carrier selection will be made. However, this does not preclude the same carrier from being selected for more than one allocation. In the case of equal submissions, a drawing to break the tie will be held at a time and place to be designated by the DOD.

ENCL 6

Distribution will be made of the primary and first two alternate carriers' tenders, if applicable. Tenders of carriers not selected will be retained but not distributed unless the primary and designated alternate carriers cannot respond to any movement requirements. Such carriers will be ranked as third alternate, fourth alternate, etc.

The evaluation factors are the best estimate of shipment requirements and do not represent any commitment that traffic will amount to the estimates identified. Failure of estimates to materialize, either in number of shipments or weight category, will not constitute a basis for price revision or adjustment.

## SUBMISSION/TENDER COMPLETION INSTRUCTIONS

### **SUBMISSION INSTRUCTIONS:**

Carriers interested in this traffic are requested to complete the appropriate attached tender(s) submitting rates for: LTL shipments (Enclosure 9A); TL shipments (Enclosure 9B); Flatbed shipments (Enclosure 9C); Lowboy shipments (Enclosure 9D); and Dropframe shipments (Enclosure 9E). Carriers have the option of submitting rates for any or all of the above described traffic.

Carriers responding to Enclosure 9A and/or 9B must submit a rate, as specified in Matrix 3, Section J (e), for each weight category in each mileage group for each region(s) selected by the carrier. If a carrier does not submit rates for all weight categories and states within the chosen region, the submission to that region will not be evaluated and will be deemed nonresponsive. All rates submitted in response to Enclosure 9A and/or 9B must be stated in dollars and cents per hundredweight. Rates submitted must be in normal regression, i.e., lower or same rates for higher minimum weights. Tenders with improper regression of rates may be considered nonresponsive and the tender returned to the carrier.

For responses to Enclosures 9C through 9E, rates must be submitted in dollars and cents per mile per vehicle used for each mileage groups/equipment type in Matrix 3, Section J (e), of the applicable tender(s). If a carrier does not submit rates for all states within the chosen region, the submission to that region will not be evaluated and will be deemed nonresponsive. A minimum charge is required for each state and must be stated in dollars per vehicle used. If a carrier does not want to offer a minimum charge, a "0" must be inserted. Failure to provide a minimum charge will make the tender nonresponsive and it will be returned.

Qualified carriers interested in this traffic must complete Section A, Items 1, 2, 3, 4, and 12; Section C; and Section J (e), Matrix 3 of the enclosed applicable tender(s). Tenders are to be legibly typewritten. Section A, Item 3, should indicate the mode of service offered, Item 4, should indicate the tender number, and Item 12, the appropriate operating authority required by law. Carriers should ensure that the tender number(s) shown in Item 4 is numbered within the 600,000 series, i.e., 600,000 through 699,999, and need not be numbered consecutively. See this enclosure for further tender completion instructions.

Carriers must reply using the enclosed tender format. Failure to do so may render the tendered charges nonresponsive and they will not be considered. Please be sure to include the terms "File: D-96-03-JS", followed by your SCAC, when addressing your submission. Otherwise, your response could go astray and not be considered. To protect the integrity of your tendered charges, carriers are requested not to submit the tender(s) to the ICC until after the solicitation closing date.

ENCL 7

Carriers are cautioned to review all items in the GTRP Number D-96-03 (Enclosure 5) before submitting rates. Do not change or alter any provisions in the tender or rules publication, nor make any statement in your transmittal which alters any of the provisions. To do so, may render your submission nonresponsive. Submissions which deviate from the format may not be evaluated. ADCSOPS-Transportation Services reserves the right to reject any or all tendered charges and to waive informalities and minor irregularities in the tender.

## PROBLEMS IN TENDER FILINGS

1. Authority. As indicated in the solicitation, the Assistant Deputy Chief of Staff for Operations-Transportation Services retains the authority to reject and correct mistakes in rate tender filings.

2. Procedures for Filing Tenders

a. General.

(1) Carriers are solely responsible to ensure tender submissions are legible and typed. Handwritten or illegibly typed submissions or submissions having typed strikeouts will be returned as being nonresponsive.

(2) If a rate(s), if applicable, is omitted, the tender submission will be returned as being nonresponsive.

(3) If a minimum charge(s), if applicable, is omitted, the tender submission will be returned as being nonresponsive. If a carrier does not want to make a minimum charge, if applicable, that carrier must insert a "0". Tender submission will be returned as being nonresponsive for failure of carrier to insert a "0".

(4) Tenders containing material alterations shall be rejected as nonresponsive and shall be returned to the carrier.

b. Carrier Responsibility for Tender Filings. Carriers are solely responsible for the proper preparation, accuracy, and timely submission of their tenders. Carriers are responsible for establishing quality control procedures that will include review of tenders prior to their submission to HQMTMC. Tenders found to contain errors such as typographical may be granted relief based on justification in support of alleged errors.

c. Administrative Errors. Administrative errors which can be corrected include, but are not limited to, mistakes in the following:

- (1) Carrier street address and Standard Carrier Alpha Code.
- (2) Carrier telephone number.
- (3) Mode, if applicable.
- (4) Tender number or series.

ENCL 8

(5) Interstate Commerce Commission, and/or intrastate operating authority certificate number.

(6) Typed name of company official authorized to submit rates, address, and telephone number. Tender submission will be returned as being nonresponsive for failure of a carrier to sign its tender.

(7) Tender and rate sheet not corresponding that can be evaluated on an equal basis with other carriers. If a rate sheet varies the material terms (e.g., change in rate qualifier, mileage groups, or minimum weights) of the solicitation so that the rates cannot be evaluated on an equal basis with other carriers, the tender submission will be returned as being nonresponsive.

(8) Failure to submit the required number of original signature copies of the rate tender.

(9) Failure of the carrier to submit a properly signed and executed Certificate of Independent Pricing with tender submission.

### 3. Mistakes in Rate Filing Procedures (MIRF).

#### a. General.

(1) Carriers discovering a mistake(s) before bid closing time can correct such mistake(s) by submission of a new tender prior to closing. The last tender received before closing governs. Identification of a rate error(s) in a bid submission after opening may be initiated by either HQMTMC or in writing by the carrier. After opening, carriers may either withdraw or seek to correct rate error(s).

(2) Correction is allowed for clerical error(s) where the intended rate is obvious from the bid submission itself, as in the case of misplaced decimal.

(3) Correction is allowed in other cases (except in the case of a downward correction which would displace a low bidder) only if the carrier proves the mistake and the rate actually intended by providing HQMTMC (MTOP-T-N) clear and convincing written evidence. If the evidence supports the existence of the mistake, but not the rate actually intended, the carrier will be permitted to withdraw its tender (or MTMC will reject it). Carriers must submit evidence to arrive HQMTMC (MTOP-T-N) within a reasonable time after notification by MTMC of a suspected mistake.

(4) Where a downward correction would displace a low bidder, it is permitted only if the mistake and the intended rate can be determined from the solicitation and the tender itself.

b. Evidence. The following evidence must, at a minimum, be submitted by the carrier when the carrier seeks to correct a mistake in rate other than a clerical error(s):

(1) Original source documents pertinent to the error, including, but not limited to, working papers, spread sheets, transcription sheets, adding machine tapes, tariffs, cost data sheets, memorandum for records, written procedural guidance on determining rate levels, internal rate printouts, and other such papers which will provide a clear audit trail for tracing the mistake.

(2) Other documents deemed by the carrier to be relevant to error validation can also be used as evidence.

(3) To protect their interests, carriers are encouraged to retain original source data until it is certain that no further use for it exists.

4. Rate Errors. Rate regression mistakes may be considered for relief under the MIRF procedure. Correction of rate regression mistakes cannot affect other rates already in normal regression. Two examples of correctable rate regression mistakes are shown below:

Example 1:

Minimum Weights					
Mileage	<u>1,000</u>	<u>2,000</u>	<u>5,000</u>	<u>10,000</u>	<u>20,000</u>
100 or less	\$9.60	\$4.80	\$1.92	\$1.20	\$.90
101 to 200	\$9.60	\$4.80	\$1.92	\$1.20	\$.90
201 to 300	\$14.30	\$7.15	\$2.86	<u>\$3.00</u>	\$1.50
301 to 400	\$21.90	\$10.95	\$4.38	\$3.09	\$1.55

The error in the above example is the underlined rate which is not in proper rate regression for the higher minimum weight. It can be corrected without affecting the regression for the mileage groups. If the carrier intended a different rate, the carrier may seek correction under the MIRF procedure, provided that the intended rate itself falls within normal regression.

Example 2:

	Minimum Weights				
Mileage	<u>200</u>	<u>500</u>	<u>1,000</u>	<u>2,000</u>	<u>5,000</u>
400 or less	\$400	\$160	\$100	\$30	\$24
401 to 500	\$400	\$160	\$100	\$30	\$24
501 to 600	<u>\$ 4</u>	\$160	\$100	\$30	\$24
601 to 700	\$400	\$160	\$100	\$30	\$24

The error in the above example is the underlined rate which is not in proper rate regression for lower distance. It can be corrected without affecting the regression for the minimum weight groups.

RATE TENDERS

ENCL 9

LOWBOY RATES

11-28-95

per Jeff Shot

MTMC HQ

Tonnage did not

Warrant a GT.

Must go to MTMC  
Bayonne for rates!

ENCL 9D

DROPFRAME RATES

11-28-95  
per Jeff  
shot - MTMC-HQ.  
Tonnage did not  
Warrant a GT.  
must go to MTMC  
Bayonne ng for  
rates!

ENCL 9E